

SNAP! MOBILE, INC.

Software Subscription Agreement

This Software Subscription Agreement (the "Agreement") is entered into as of 07 / 01 / 2025 by and between Snap! Mobile, Inc., a Delaware corporation with its principal place of business at 8300 7th Ave. S, Seattle, SB WA 98108 ("Company"), and The Board of Trustees of Illinois State University, whose U.S. Employer Identification Number is 376014070 ("Customer").

1. Subscription & License Grant

1.1. Scope of Subscription: Customer subscribes to Tier 3 of the Company's software (the "Software"), which includes the features and services outlined in Exhibit A.

1.2. License Grant: Company grants Customer a non-exclusive, non-transferable, revocable right to access and use the Software in accordance with the terms of this Agreement.

2. Fees & Payment Terms

2.1. Subscription Fees: Customer agrees to pay the subscription fees as set forth in Exhibit A. Fees are due upon signature and within 30 days prior to renewal unless otherwise specified.

2.2. Third-Party Integration Fees: If Customer elects to enable integration with third-party software, the applicable integration cost and fee(s) will be included as a line item in the Customer's invoice. These costs are subject to change annually based on the Company's costs for third-party integration maintenance and integration fees. If Customer chooses to discontinue third-party software, decrease in invoice cost will be reflected on subsequent invoices.

2.3. Payment Terms: All invoices will be issued annually, based on Contract Start Date, and payments shall be made via check or credit card and are due within 30 days from the invoice date. Late payments may be subject to a 5% late fee, cumulative for each 30 days after such payment is due and remains unpaid.

3. Term, Renewal & Termination

3.1. Term: This Agreement shall commence on 07 / 01 / 2025 and remain in effect until 06 / 30 / 2026 (the "Contract End Date").

3.2. Renewal: This Agreement will automatically renew for a period (the "Renewal Term") in accordance with the Initial Term unless either party provides written notice of non-renewal at least 60 days before the end of the then-current term.

3.3. Termination: Either party may terminate this Agreement: (a) Upon 30 days' written notice in the event of a material breach that remains uncured; (b) Immediately if the other party ceases operations or becomes insolvent. Customer agrees that pro-rated annual fees are required to be paid in the event of any Early Termination pursuant to this Section.

4. Customer Responsibilities

4.1. Compliance: Customer shall comply with all applicable laws and regulations regarding its use of the Software.

4.2. Data Security: Customer is responsible for maintaining the confidentiality of its login credentials and ensuring secure access to the Software.

5. Service Levels & Support

5.1. Service Availability: Company will use commercially reasonable efforts to maintain an uptime of 99%.

6. Third-Party Integrations

6.1. Integration Terms: If Customer enables a third-party integration, Customer acknowledges and agrees that: (a) Company is not responsible for the performance or reliability of third-party software. (b) Customer must comply with the third-party provider's terms of service.

7. Confidentiality & Data Ownership

7.1. Confidential Information: Each party agrees to keep confidential any non-public information obtained during the course of this Agreement. Snap Mobile, Inc. is compliant with FERPA and supports the directory exception.

7.2. Data Ownership: Customer retains ownership of its private data, including but not limited to identifying information, tax identification numbers (e.g., EIN), and any other customer-specific records. Company retains ownership of its proprietary technology, including but not limited to source code, platform architecture, and internal data models.

Company may collect and store fundraiser and donor data as part of providing the service. While aggregate metrics and reporting derived from this data may be used by Company to enhance or evaluate platform performance, Company will not share, sell, or disclose individual fundraiser or donor data unless required by law or expressly permitted by Customer.

7.3. Appropriate Privacy Laws:

Each party agrees to comply with all applicable federal privacy laws and any relevant state-level regulations relating to the collection, use, processing, and storage of personal data, including but not limited to the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and any other applicable laws or industry standards and any such obligations or exceptions within them.

In jurisdictions where no comprehensive state privacy law is in effect, the Company shall still implement commercially reasonable safeguards to protect Customer Data and Personal Information in accordance with best practices and applicable federal regulations. The Company also agrees to adapt in good faith to newly enacted state privacy laws that may come into effect during the term of this Agreement.

- In addition to complying with all applicable federal privacy laws, the parties agree to comply with the Illinois Student Online Personal Protection Act (SOPPA), 105 ILCS 85, as it relates to the collection, use, maintenance, and sharing of student data.

8. Limitation of Liability & Indemnification

8.1. Limitation of Liability: To the maximum extent permitted by applicable law, Company's total aggregate liability for any and all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Customer to Company under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, revenue, goodwill, or data, even if advised of the possibility of such damages.

8.2. Indemnification: Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party ("Indemnified Party"), and its officers, directors, employees, and agents, from and against any third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) a material breach of this Agreement by the Indemnifying Party; or
- (b) the gross negligence or willful misconduct of the Indemnifying Party.

9. General Provisions

9.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Washington State.

9.2. Assignment: Customer may not assign its rights under this Agreement without prior written consent from Company.

9.3. Terms and Conditions: Customer agrees to abide by the Terms and Conditions with respect to Tier 3 located at <https://www.snapraise.com/disclosures/snap-mobile-terms-conditions/> and <https://www.snapraise.com/disclosures/snap-mobile-privacy-policy/>.

SB 9.4. Entire Agreement: This Agreement, coupled with the Exhibits and the attached Terms & Conditions and University Laboratory School Software Addendum, is the entire Agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



Signature

Stacy Brown

Name*

Interim Director of Purchasing

Title

The Board of Trustees of Illinois State University

Company

07/10/2025

Date

* I hereby agree that I have signature authority for the aforementioned Company/Org Illinois State University.


Kyla Plett (Jul 11, 2025 15:41 CDT)

Signature

Kyla Plett

Name

Director of Customer Success

Title

Snap! Mobile, Inc.

Company

07/11/2025

Date

SNAP! MOBILE, INC.
TERMS AND CONDITIONS

The following agreement is entered into between Snap! Mobile, Inc. ('Snap! Mobile, Inc.') and the Organization named below ('the Organization') for the purposes of providing software and services to the Organization listed below.

School/Organization: Illinois State University

Tax ID #:

Start Date: 07 / 01 / 2024

A. **LICENSE.** Subject to and conditioned on Organization's payment of the Fees and compliance with all other terms and conditions of this Agreement, Snap! Mobile, Inc. hereby grants to Organization a non-sublicenseable and non-transferable license to publish certain software (collectively, the "Software"), as described more fully in one or more statements of work to be mutually agreed upon in writing hereunder (each, a "Statement of Work"), for download and use by end users, pursuant to the terms of this Agreement.

B. **SCOPE AND RIGHTS.** Organization shall not use the Software for any purposes beyond the scope of the rights granted under this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Organization shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; or (iv) remove any proprietary notices from the Software.

C. **THIRD PARTY PRODUCTS.** Snap! Mobile, Inc. may from time to time make products provided by a third party ("Third Party Products") available to Organization in connection with the Software. Such Third Party Products shall be subject to their own terms and conditions. If Organization does not agree to abide by the applicable terms for any such Third Party Products, then Organization should not install or use such Third Party Products.

D. DATA AND SECURITY

1. Payment processing. Snap! Mobile, Inc. complies to strict industry standards for payment processing, including: 128-bit Secure Sockets Layer (SSL) technology for secure Internet Protocol (IP) transactions.
2. 100% Compliant with the Payment Card Industry Data Security Standard (PCI

DSS). Snap! Mobile, Inc. uses payment processing that is PCI level 1 compliant.

3. Snap! Mobile, Inc. agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Snap! Mobile, Inc. agrees to maintain network security that conforms to generally recognized industry standards and best practices that Snap! Mobile, Inc. applies to its own network. Snap! Mobile, Inc. agrees at all times to provide, maintain and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure. Snap! Mobile, Inc. agrees to preserve the confidentiality, integrity and accessibility of Organization data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that Snap! Mobile, Inc. then applies to its own processing environment. Snap! Mobile, Inc. additionally agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be re-purposed or sold. Snap! Mobile, Inc. further agrees that no Organization data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties unless specifically agreed to in writing by the Organization. Snap! Mobile, Inc. follows all applicable security and privacy laws in all U.S. operating jurisdictions, and provides for opt-out options in accordance with the TCPA, CCPA, and other regulatory frameworks.

E. CONTENT DELIVERY. Organization shall provide all content for delivery through the Software.

F. ORGANIZATION SECURITY. Organization shall employ commercially reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to protect against unauthorized access to or use of the Software.

G. DEVELOPER ACCOUNTS. Organization is responsible for establishing and maintaining Apple, Google, and any other necessary developer accounts, and for all associated costs of such accounts, as necessary to offer the Software for download by end users. The parties acknowledge that the Software may require approval by Apple, Google, or other third parties. Organization shall be primarily responsible for obtaining such approvals; provided, however, that Snap! Mobile, Inc. agrees to provide reasonable assistance. Organization shall provide access to Snap! Mobile, Inc. to the developer account solely for the purposes of supporting and updating the Software subject to this Agreement.

H. MARKETING. Organization will allow Snap! Mobile, Inc. to create case studies and marketing to promote services to similar Organizations.

I. HOSTING. If specified in the applicable Statement of Work, Snap! Mobile, Inc. shall provide hosting services including:

1. Application and web hosting services necessary to keep the Software running.
2. Answering questions from application users ("Users") and Organization regarding the Maintaining availability for download of the Software and troubleshooting download or installation issues of Users or Organization.
3. Maintaining the Software to ensure that core functionality continues to function with the latest versions of the selected mobile operating systems.

J. INTELLECTUAL PROPERTY RIGHTS. All content included as part of the Snap! Mobile, Inc. service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Snap! Mobile, Inc. website, mobile application, is the property of Snap! Mobile, Inc. or its suppliers and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights. Organization agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

K. FEES. The fees to be paid by Organization for the Software or Services provided by Snap! Mobile, Inc. shall be set forth in the applicable Statement of Work (the "SOW").

L. TERM & TERMINATION.

1. **Term:** This agreement shall last until 06 / 30 / 2025 commencing on the indicated start date above.
2. **Renewal:** The Organization will review contract renewal at the end of this contract term for the next fiscal year.
3. **Early Termination:** If either party believes that the other materially has breached any obligations under this agreement, such party shall notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that the cure has been affected. If the breach is not cured within 30 days from the receipt of notice, the non-breaching party shall have the right to terminate the agreement without further notice. Upon termination of this agreement, access to the licensed usage of Snap! Mobile, Inc.'s software by the Organization and authorized users will be terminated. In the event of early termination permitted by this agreement, Organization shall be entitled to a pro-rata portion refund of any annual fees thereof paid by Organization for any remaining period of the agreement from the date of termination.

EO

Authorization. The organization agrees to the terms and conditions set forth above and the attached Terms and University Laboratory School Software Addendum.

The Board of Trustees of Illinois State University

Signature



Signature



Name Ernest Olson

Title Director of Purchases

Company The Board of Trustees of
Illinois State University

Date 10/28/24

Name Kyla Plett

Title Sr. Manager of Customer Success

Company Snap! Mobile, Inc

Date 06 / 24 / 2024

EXHIBIT "A"
Statement of Work
Snap! Mobile, Inc. and Organization

1. Products and Services

a. Software:

- ☒ FanX (Feature Set as shown in Exhibit B)
- ☐ FanX Rewards (Feature Set as shown in Exhibit B)
- ☒ External Integration of:
 - FanX Plus (Sidearm Integration)
 - NCAA LiveStats by Genius Integration

2. Fees


<u>Product</u>	<u>Period of Use</u>	<u>Payment Due</u> <u>Date</u>	<u>Annual</u> <u>Fee</u> <u>Amount</u>
FanX Base Platform	07/01/2024 - 06/30/2025	07/01/2024	\$4,200
FanX Plus (Sidearm)*			\$3,500
NCAA LiveStats by Genius*			\$1,000

3. Revenue from Advertising & Sponsorships shall be shared as follows:

	<u>Organization</u>	<u>Snap! Mobile, Inc.</u>
Sponsorship	100%	0%

4. Customizations - Snap! Mobile, Inc. will customize the Software with up to three colors (primary, secondary, tertiary); an organizational logo; team logos; and a customized application launch icon, each as designated on a timely basis by Organization. The logos shall be deemed to be included in the definition of "Customer Content" (as defined in the Agreement).

5. Additional notes (Terms, Sponsorships, etc.)

Signature 

Signature

Kyla Plett

Name Ernest Olson

Name

Kyla Plett

Title Director of Purchases

Title

Sr. Manager of Customer Success

Company The Board of Trustees of
Illinois State University

Company

Snap! Mobile, Inc.

Date 10/28/24

Date

06 / 24 / 2024

EXHIBIT "B"
STANDARD FEATURE SET

Feature	Included
<ul style="list-style-type: none"> • Branded App <ul style="list-style-type: none"> ◦ iOS & Android 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Content Management System 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Communication Platform <ul style="list-style-type: none"> ◦ Push notifications ◦ Social Media "chatter" space 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Media Platform <ul style="list-style-type: none"> ◦ Audio ◦ Video 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Team Information <ul style="list-style-type: none"> ◦ Rosters ◦ Player Bios ◦ Team Season Stats ◦ Player Season Stats 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Schedules <ul style="list-style-type: none"> ◦ Games ◦ Events ◦ Live Stats 	<input checked="" type="checkbox"/>

Feature		Included
<ul style="list-style-type: none"> • Concessions <ul style="list-style-type: none"> ◦ Locations ◦ Menus 		<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Merchandise <ul style="list-style-type: none"> ◦ Locations ◦ Inventory 		<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Promotions <ul style="list-style-type: none"> ◦ Gameday Offers ◦ Trivia ◦ Cultural Items 		<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Mapping <ul style="list-style-type: none"> ◦ Internal points of interest ◦ External points of interest ◦ Geofencing 		<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Fan Guide <ul style="list-style-type: none"> ◦ Interactive Gameday Info ◦ Gameday Updates/Reminders ◦ Ticket/Parking Information ◦ Social Media/Website Pages 		<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • Rewards/Loyalty Program <ul style="list-style-type: none"> ◦ Check-In / Out Ability ◦ Separate Log-In 		<input type="checkbox"/>

Snap! Mobile Terms and Conditions

Last Updated September 28, 2023

Important:

This is a legal agreement between you and Snap! Mobile, Inc. You should read carefully the following terms and conditions as they govern your activities as a participant using this software platform. They require you to make certain promises, representations and warranties, and impose a variety of obligations.

EO These Terms and Conditions are binding on Snap! Mobile, Inc., a Delaware corporation with an address at 8300 7th Ave S, Seattle, WA 98108 (“Snap! Mobile,” or “we” or “us”), and You (hereinafter the “Participant(s),” “you,” or “your”). Collectively, Snap! Mobile and Participant shall be known as the “Parties” and individually each shall be known as a “Party.” These Terms and Conditions include this entire page (the “Terms and Conditions”), the attached University Contract Addendum, and any schedules and other attachments provided by us. The Terms and Conditions and all such documents are collectively referred to as “the Agreement” or “this Agreement.” The Agreement constitutes the complete and entire agreement between the Parties regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

Our visitors’ privacy is important to us, and we recognize the need to provide additional privacy protection for children using the Snap! Mobile Platform. Our privacy practices are guided by the United States’ Children’s Online Privacy Protection Act of 1998 (“COPPA”), as well as data privacy laws in the United States and other applicable countries. Visitors under 18 should always check with their parents or guardians before entering information on any website or mobile application and we encourage families to discuss their household guidelines regarding the online sharing of personal information. No child under 13 may use the Platform unless and until we have received the verifiable consent of their parent or guardian and the other requirements of COPPA have been complied with.

Your access to and use of the Snap! Mobile platform is subject to the agreement, as well as all applicable laws and regulations, along with any other terms and conditions set forth by Snap! Mobile in writing. In regard to your use of the platform, to the extent the agreement conflicts with any other Snap! Mobile terms and conditions, the agreement shall govern. Snap! Mobile is willing to allow the use of the Snap! Mobile platform by you only on the condition that you accept and agree to all of the terms and conditions contained in the agreement. If you do not accept and agree to the agreement, you are not granted permission to access or otherwise use the platform. Your access to and use of the platform constitutes your acceptance of – and agreement to abide by – this agreement and our privacy policy. ([click here to review our privacy policy](#)). This agreement may be changed or modified by Snap! Mobile from time to time, and your continued use of or access to the platform after any such change or modification shall be deemed as acceptance of such change or modification. You are encouraged to review this agreement periodically for updates and changes.

1. Description of the Snap! Mobile Platform.

Snap! Mobile provides a software platform (the “Platform”) and various Products that allow participants to effectively manage various matters for their school, team, event, activity or organization (the “Beneficiary”). The Platform and its Products are accessible via the Snap! Mobile website currently located at snapraise.com (the “Website”).

2. Requirements and Standards; Acceptance by Snap! Mobile.

Access to the Platform is predicated upon your ability to meet – and your continuing to meet – all of the requirements and standards delineated in this Agreement, and your acceptance of all of the Terms and Conditions and all other portions of this Agreement. Please note that Snap! Mobile reserves the option to review any request to access the Platform or other software platform or feature, and to deny any request for access, for any reason. If you are a user of any part of the software platform or feature subsequent to your acceptance of this Agreement – unless we have denied your request for access – you will receive an account code that will provide access to the Platform. You will use the provided account code to create a username and password, which will be your credentials (“Credentials”), and you will use these Credentials in order for the Platform to authenticate you as a registered user of the Platform. You can also register for some Platform products or features by using your Facebook credentials. Please note that if you register via Facebook, Snap! Mobile will have access to all information related to your Facebook account – including your list of ‘Facebook friends,’ as permitted by Facebook’s policies and Facebook’s privacy settings, and you hereby assent to any such access. If you have any questions or concerns about such access, we suggest you review Facebook’s policies and your privacy ‘settings and designations’ prior to registering with us.

Additionally, you are prohibited from selling, trading, or otherwise transferring your Credentials to another party. You also agree to provide true, accurate, current and complete information about yourself (and any team members for whom you might submit information) during the registration process. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete) – or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete – we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof). You are responsible for maintaining the confidentiality of your Credentials. You agree to accept responsibility for all activities that occur under your account. You agree to notify us immediately by emailing us at support@snapraise.com of any unauthorized use of your account or any other breach of security.

3. Participant Acknowledgment.

Participant hereby acknowledges and agrees that access to the Platform – and use of the Platform – does not constitute a solicitation of donations by Snap! Mobile, Inc. Snap! Mobile does not engage in any solicitation activities on behalf of you, or any Beneficiary with which you may be involved. Additionally, you acknowledge and agree that while Snap! Mobile may designate a representative to be available to answer your questions, such Snap! Mobile representative is solely available to answer questions related to the functionality and features of the Platform. During the Term of this Agreement you hereby agree that you shall promptly respond to any inquiries, questions or requests for updates from Snap! Mobile related to your use of the Platform or other matter related to this Agreement.

4. Age Acknowledgement; Additional Acknowledgments.

If you are 13 or older but under the age of 18, we suggest that you review this Agreement – and discuss your planned use of the Platform – with your parent or guardian to make sure that your parent or guardian understands the terms and your planned participation. If you under 13, you may not use the Platform unless and until your parent or guardian understands the terms of your planned participation and the information about you to be disclosed and collected, and they provide us with their verifiable approval of your use of the Platform. If you reside in a jurisdiction that would restrict the use of this Website – or any of the functionalities or features offered via this Website– because of age, or restricts the ability to enter into contracts as such as this one due to age, you must abide by such age limits and you must not use the Website if you are not permitted to do so by such local jurisdiction.

In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Platform. You also acknowledge and agree that use of the Internet and access to or transmissions or communications with the Platform is solely at your own risk. While Snap! Mobile has endeavored to create a secure and reliable Platform, you should understand that the confidentiality of any communication or material transmitted to/from the Platform over the Internet or other form of global communication network cannot be guaranteed.

5. Licenses; Grant of Participant Rights

The Snap! Mobile Platform provides you with the ability to upload pictures, images, photographs, videos, logos, and other content (collectively, hereinafter, the “Content”) for use in conjunction with your use of the Platform and its products. You represent and warrant that: (i) you own the Content posted by you on the Platform or otherwise used in conjunction with the Platform, or otherwise have the right to grant the rights and licenses set forth in this Agreement; (ii) you have all approvals and permissions required for posting or using any such Content; and (iii) the posting and use of your Content on or through the Platform does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights. You agree to pay for all royalties, fees, and any other monies owed for any Content you post on or through the Platform or use in conjunction with any Platform products or features. Additionally, if you are under the age of 13, you represent and warrant that you shall not post any pictures of yourself or anyone else under the age of 13 – or post any other information with respect to yourself or anyone else under the age of 13 – until and unless we have received a verifiable consent from your parent or guardian and from the parent or guardian of anyone else under the age of 13 whose picture or information will be posted.

With respect to any such Content, you hereby grant to Snap! Mobile an irrevocable, royalty-free and fully-paid, non-exclusive, perpetual right and license throughout the world to transmit, reproduce, store, display and distribute the Content, in whole or in part, for any and all purposes. You understand and agree that the appearance of any such Content may be altered by Snap! Mobile as Snap! Mobile determines in its sole discretion is needed to enable such Content to be displayed on the Platform.

6. Prohibited Use/Activities

You hereby acknowledge, and represent and warrant, that your use of the Platform or any related services will not be, or alleged to be: unlawful, unauthorized, fraudulent or malicious in purpose; a violation, misappropriation or infringement on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; false, offensive, abusive, libelous, hateful, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, pornographic; or an invasion or violation of another’s right of privacy or publicity; In addition, you agree you will not:

- create a false identity for the purpose of misleading others or impersonate any person or entity;
- violate any applicable local, state, national or international law;
- modify or make derivative works based upon the Platform;
- create Internet “links” to the Platform or “frame” or “mirror” the Platform on any other server or wireless or Internet-based device;
- reverse engineer or access the Platform in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Platform, or (c) copy any ideas, features, functions or graphics of the Platform;

launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Platform;
interfere with or disrupt the integrity or performance of the Platform or the data contained therein, or attempt to gain unauthorized access to the Platform or its related systems or networks; or
use any award, gift or other benefit received, directly or indirectly, from Snap! Mobile, for any illegal or unauthorized purpose.

7. Periodic Emails; Monitoring; Termination of Access

Please note that Snap! Mobile or its subsidiaries or d/b/a's may send you periodic email updates, reminders or other related messaging to the email address provided to us at registration. In addition, those email addresses that are provided for various Snap! Mobile, Inc. products may receive several reminder emails during the course of Platform use. Snap! Mobile has the right, but not the obligation, to monitor your use of the Platform and its Products, and any and all related activities associated with such use. Snap! Mobile reserves the right, at any time and without prior notice, to suspend or terminate your account, or restrict, disable or permanently bar your use and access to the Platform (including its Products and/or any portion thereof) if we believe, in our sole discretion, that you have engaged, or may engage, in any of the above prohibited activities, are otherwise in violation of this Agreement, or for any other reason.

8. Snap! Raise – Payments and Payments Processing; Rules for all Payments; Donations

Each Snap! Mobile, Inc. Product may have terms and conditions and/or unique privacy terms and requirements. Please see the terms and conditions and/or privacy policies associated with each product for further information.

9. Limited License And Site Access; All Rights Reserved

Access to the Platform is provided by Snap! Mobile, and this Agreement provides to you a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to access and use the Platform in strict accordance with all the terms of this Agreement. Your use of the Platform and any services, tools, materials or information made available through the Platform is conditioned on your continued compliance with this Agreement. Accordingly, you expressly acknowledge and agree that Snap! Mobile transfers no ownership or intellectual property interest or title in and to the Platform.

This license does not include any resale or commercial use of the Website or any of its content; any derivative use of the Website or any of its content; or any use of data mining, robots, or similar data gathering and extraction tools. The Website or any portion of the Website – including any Product – may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose without the express written consent of Snap! Mobile. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Snap! Mobile without Snap! Mobile's express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of Snap! Mobile's name(s), d/b/a's, or service marks without the express written consent of their owners. Any unauthorized use terminates the permission or license granted by Snap! Mobile.

You may not use automated software or bots to access, extract, download, manipulate, link, or share data from the Platform for any purpose.

10. Intellectual Property Rights; Rights to Feedback Copyright

Except as otherwise expressly stated, all content appearing on the Platform is the copyrighted work of Snap! Mobile or its third-party content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all content is also the exclusive property of Snap! Mobile and is protected by U.S. and international copyright laws.

You may download information from the Platform and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated herein or otherwise permitted, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or content obtained from the Platform, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Snap! Mobile or any applicable third party suppliers. The use of content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by Snap! Mobile. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Snap! Mobile does not warrant or represent that your use of content, or any other materials displayed on the Platform will not infringe rights of third parties.

Trademarks and Service Marks

Certain service marks and trademarks are the service marks and trademarks of Snap! Mobile or one of its affiliates or subsidiaries. Each of the Snap! Mobile Products, including but not limited to: Snap! Raise, Snap! Store, Snap! Spend, Snap! CNXT, and Snap! Manage, their names, logo, the domain name(s) for the Website(s), all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Snap! Mobile. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Website are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from the Website without the prior written authorization of Snap! Mobile.

Feedback

You agree that submission of any ideas, suggestions, documents, and/or proposals that you might provide to Snap! Mobile (“feedback”) is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such feedback. You represent and warrant that you have all rights necessary to submit the feedback. You hereby grant to Snap! Mobile a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all feedback, and to sublicense the foregoing rights.

Intellectual Property Infringement

Snap! Mobile respects the intellectual property rights of others, and we ask you to do the same. Snap! Mobile may, in appropriate circumstances and at our discretion, terminate service and/or access to the Platform for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Platform, please provide Snap! Raise’s designated agent the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of

- an exclusive right that is allegedly infringed.
2. Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled on the Platform, and information reasonably sufficient to permit Snap! Mobile to locate the material.
 4. Information reasonably sufficient to permit Snap! Mobile to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
 5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
 6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Snap! Raise's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

Information about Snap! Mobile, Inc.:

Snap! Raise's Legal Name: Snap! Mobile, Inc.

Snap! Mobile's Physical Address: 8300 7th Ave S, Seattle, WA 98108

Snap! Mobile's "Products": Snap! Mobile, Inc.; Snap! Raise; Snap! Mobile; Snap! Spend; Snap! Raise.com; Snap! Store; Snap! CNXT, and Snap! Manage

Information about Snap! Mobile's Agent:

Agent's Name: Legal, Snap! Mobile, Inc.

Agent's Mailing Address: 8300 7th Ave S, Seattle, WA 98108

Agent's telephone number: 206.531.9260

Agent's email address: legal@snapraise.com.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

> We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to the Snap! Mobile designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Snap! Mobile may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

Snap! Mobile reserves the right, in its sole discretion, to terminate the account or access of any user of our Platform who is the subject or repeated DMCA or other infringement notifications.

11. Participant's Representations, Warranties and Covenants.

You hereby represent, warrant and covenant that: (i) neither the making of this Agreement nor the performance of any acts by you contemplated by this Agreement, including your use of the Platform, shall constitute a breach of any other agreement, written, oral, or implied, and (ii) during the Term of this Agreement, you shall comply with all federal, state, local and provincial laws, orders and permits, including any applicable rules or regulations required from any authority, including government, regulatory or other, as well as all other applicable requirements, and (iii) that all information that you have provided or posted related to, or regarding your designated Beneficiary, is accurate, truthful and up to date. Additionally, you hereby further represent, warrant and covenant that in regard to any Account in which you are an organization Account creator or leader, you (i) have approval from the Beneficiary to conduct activities on their behalf, and (ii) that any information that you provide regarding or related to how the funds raised will be used – including the types of products that may be purchased – shall be accurate and truthful.

12. Indemnification

You agree to defend, indemnify, and hold harmless Snap! Mobile, its subsidiaries and affiliates, its contractors, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) relating to or arising from: a) your use of the Platform or the launching and running of any Snap! Mobile, Inc. Product; b) any act or omission by you; c) any breach by you of this Agreement, including any breach by you of any covenant, representation or warranty made by you; or d) your use of any gift, award, benefit or item received from Snap! Mobile for an illegal or unauthorized purpose. This indemnification obligation shall survive any termination of this Agreement.

13. Term and Termination

This Agreement shall be effective as of the moment you access the Website, and shall continue until either Party terminates the Agreement (the "Term"). This Agreement may be terminated by Snap! Mobile immediately for any reason by (i) giving Participant written notice (email shall suffice) of such termination, or by Snap! Mobile terminating Participant's access to Participant's account. This Agreement may be terminated by Participant for any reason by i) emailing Snap! Mobile at support@snapraise.com, or by cancelling your account and ceasing all activities related to your use of the Platform.

In addition, Snap! Mobile reserves all of its legal rights to pursue any and all legal remedies if

we believe your use of the Website or involvement with a Product is fraudulent or otherwise unlawful, or you are taking any actions or omissions that violate any term or condition of this Agreement or in order to protect our name and goodwill, our business, our intellectual property and/or other users. In addition to the miscellaneous section below, the provisions concerning Snap! Mobile's proprietary rights, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of this Agreement for any reason.

14. Disclaimers

Participant Disclaimers

While Snap! Mobile endeavors to provide a reliable and functional platform and related services, the platform, services and any information or assistance that may be provided by a Snap! Mobile representative are provided on an "as-is" and "as available" basis and may include errors, omissions, or other inaccuracies. You assume the sole risk of making use and/or relying on the platform, services, information and assistance. Snap! Mobile expressly disclaims all warranties and conditions with respect to the Platform and all elements thereof, whether implied, express, or statutory, including the implied Warranties of Merchantability, fitness for a particular purpose, title, non-infringement of third-party rights, satisfactory quality, quiet enjoyment and accuracy, or any other implied warranty, including any warranty pursuant to the uniform computer information transactions act as enacted by any state. Snap! Mobile does not guarantee or promise any specific functionality or features in regard to the platform. Snap! Mobile also makes no representation, warranty or guarantee of any kind about your use of the Platform or any specific Platform Product, including that the platform or any Product will operate error-free or in an uninterrupted fashion or that any files or information that you download from the platform will be free of viruses or contamination or destructive features. You assume all risks of using the Platform.

Snap! Mobile Disclaimers

All content related to any Product including any descriptions or information regarding an organization is being provided by the end users of our Platform, and we neither edit nor verify any of such content. The inclusion of any such organization in a Product or on the Website should not be viewed as an endorsement or recommendation of any kind, and we do not make any warranty or guarantee as to the truthfulness of any statements concerning the organization, or the worthiness, good standing, or financial health of any such organization. We also make no promises as to how any donations may be used by the organization. We do not monitor or control any of the organizations' activities, and we shall not be responsible, in any manner or form, for the use or non-use of any funds or donations given to any such organizations. All content and other information is provided on an 'as is' or 'as available' basis, and Snap! Mobile expressly disclaims all warranties and conditions with respect to the Website, any Product, any content and all elements thereof, whether implied, express, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party rights, satisfactory quality, quiet enjoyment and accuracy, or any other implied warranty under the Uniform Computer Information Transactions Act as enacted by any state, or any similar law. Snap! Mobile also makes no representation or warranty that the Website or any Products will operate error free or in an uninterrupted fashion or that any files or information that you download from the Website will be free of viruses or contamination or destructive features.

15. Limitation Of Liability

Under no circumstances shall Snap! Mobile (and its successors, assigns, parents, subsidiaries, affiliates, officers, directors, agents, developers, networks, and distributors) be liable for (i) any direct, indirect, punitive, incidental, special, exemplary, or consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, business or

profits (including loss of donations) that result from the use of, or the inability to use, the platform or any of the services, (ii) any action taken in connection with an investigation by Snap! Mobile or law enforcement authorities regarding your or any other party's use of the platform, (iii) any action taken in connection with, or related to, copyright or other intellectual property or its owners, (iv) any errors or omissions in the platform's operation, (v) any damage to your mobile device or other equipment or technology (including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure) or (vi) any other technical or other malfunction, including, without limitation, loss of goodwill, whether in an action of contract, negligence, strict liability, tort or any other action. In no event will Snap! Mobile be liable to you or anyone else for death or personal injury, even if the possibility of such damages has been advised, and even if a remedy set forth herein is found to have failed its essential purpose. Applicable law may not allow the limitation or exclusion of liability for exemplary, incidental or consequential damages, so the above limitation or exclusion may not apply to you. By accessing and using the platform, you expressly agree to the allocation of risk set forth herein; if you do not agree to this allocation of risk, you must not access or use the platform. If you are a California resident, you waive your rights with respect to California civil code section 1542, which says "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

16. Products Not for Use Outside of the United States; Hosting in the United States

Please note that the Snap! Mobile Platform does not support – and does not allow – any registration or transactions for Organizations domiciled outside of the United States. If you are operating the Product for the benefit of a U.S. Organization from outside of the U.S., please be aware that your use of the Platform requires that you comply with all applicable federal and state U.S. laws. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside.

The Snap! Mobile Website and all Product pages are hosted in the United States. If you are a non-U.S. user of our Website or Product pages, by visiting or using an element thereof you agree to comply with all applicable federal and state U.S. laws. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside. Without limiting the generality of the foregoing, if you are a user, you agree to obtain and comply with all conditions of any registrations, permits, licenses, consents or permissions that you are required to hold in order to utilize the Website and any related Products, and you shall immediately notify us if any such registration, permit, license, consent or permission is terminated or revoked.

We make no representations that the Website, any Products, and any and all information contained therein, including the Content, are appropriate, available or legal in any particular location. The Website and any Products are not intended for access or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Snap! Mobile to any registration requirement within such jurisdiction or country. You hereby acknowledge and agree that you are choosing to access the Website and any Products on your own initiative and that you are responsible for compliance with all applicable international, federal, state, local and any other applicable laws, statutes, ordinances and regulations regarding your use of the thereof.

17. Modification

You hereby acknowledge and agree that this Agreement is subject to periodic revisions at the sole discretion of Snap! Mobile. If any modification is unacceptable to you, your only recourse is to immediately cease using or accessing the Platform, and you can also provide notice of

your termination of this Agreement by emailing us at support@snappraise.com. Your continued access or use of the Platform following our change will constitute binding acceptance of the change.

18. Equitable Relief

Participant recognizes and acknowledges that a breach of his or her obligations pursuant to this Agreement may cause irreparable and material loss and damage to Snap! Mobile and/or its affiliates, the amount of which cannot be determined readily and as to which Snap! Mobile and/or its affiliates will not have an adequate remedy at law or in damages. Accordingly, in addition to any remedy Snap! Mobile and/or its affiliates may have in damages by an action at law, Snap! Mobile and/or its affiliates shall be entitled to the issuance of an injunction restraining any such breach or threatened breach or any other remedy at law or in equity for any such breach.

19. Confidentiality

During the Term of this Agreement and for three (3) years after termination, Participant agrees not to disclose any Confidential Information (as hereinafter defined) obtained from Snap! Mobile to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the party receiving the information, or (iii) legally obtained from a third party who obtained it without violation of a duty of confidentiality to Snap! Mobile.

20. General/Miscellaneous Provisions

Successors and Assigns

The rights and obligations of a Party under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of that Party. Participant may not assign its rights, subcontract or otherwise delegate its obligations under this Agreement without Snap! Mobile's prior written consent. Snap! Mobile may directly or indirectly assign its rights, or subcontract or otherwise delegate its obligations, under this Agreement at any time, by contract or by operation of law.

Force Majeure

Snap! Mobile shall not be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of Snap! Mobile including a delay in services from its contractors, agents or suppliers, including but not limited to utility or transmission failures, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

Survival

All provisions that by their nature are intended to survive, including but not limited to disclaimers of warranties, confidentiality obligations and limitations of liability provisions, shall survive the termination of this Agreement. All other provisions shall be of no further force or effect upon termination, provided that all such provisions shall survive to the limited extent necessary for certain Product transactions to be completed (including completing any and all transactions with any lead(s) provided pursuant to this Agreement), whether during the Term of this Agreement or any time subsequent to such Term.

Notices

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; (d) by certified or registered mail, return receipt requested, upon verification of receipt, or (e) only

in the case of a Snap! Raise Campaign, via email to the email address provided for Snap! Raise. Any email notice sent to Snap! Mobile shall be sent to: support@snapraise.com and legal@SnapRaise.com.

Relationship of the Parties

Nothing in this Agreement will create any franchise, joint venture, sales representative, or employment relationship between the Parties. Participant shall not have any authority to act for or to bind Snap! Mobile or any of its affiliates in any way.

Governing Law

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Washington. Each of the Parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Seattle, Washington, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Seattle, Washington, such personal jurisdiction shall be nonexclusive.

Mediation; Arbitration

In the event of a dispute, the Parties shall first attempt to resolve the dispute between themselves in good faith and then, if unsuccessful, by commercial mediation. At the request of either Party, the other Party shall make itself available for mediation within thirty (30) days of the request, using the mediation rules of the Judicial Arbitration and Mediation Service ("JAMS"). If the dispute cannot be resolved in this manner, the dispute shall be resolved by arbitration using the relevant arbitration rules of JAMS, and judgment upon the award rendered by the arbitration tribunal may be entered into any court having proper jurisdiction. Nothing contained herein shall prevent either Party from exercising its right to injunctive relief in any court of law having proper jurisdiction.

Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and, for avoidance of doubt, if such holding of invalidity or unenforceability is based on a measure of liability, such provision shall be replaced by a legally valid measure of liability, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

Waiver; Modification

No term or provision hereof will be considered waived by a Party, and no breach excused by a Party, unless such waiver or consent is in writing signed by the Party to be charged therewith. This Agreement may be amended or modified by Snap! Mobile at any time.

No Class Actions

You and Snap! Mobile agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis, and that neither you nor Snap! Mobile will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or Snap! Mobile acts or proposes to act in a representative capacity. You and Snap! Mobile further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of you, Snap! Mobile, and all parties to any such proceeding.

Contact Us

Snap! Mobile, Inc. welcomes your questions or comments regarding the Terms and Conditions:

Snap! Mobile, Inc.
8300 7th Ave S
Seattle, WA 98108
USA
(276) 531-9260
support@snapraise.com.

The Board of Trustees of Illinois State University



10/28/24

Ernest Olson, Director of Purchases

Snap! Mobile

University Laboratory School Software Addendum

Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.

REQUIRED CONDITIONS:

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.

2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.

- i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
 2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
 3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
- ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
- iii. University Data includes any information provided by the University pursuant to the Agreement.

3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.

- a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
- b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
- d. **Return/Destruction of Data:**
 - i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
 - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
 - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
- e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.

4. **Breach:**

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 48 hours to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing informationsecurityoffice@illinoisstate.edu.
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

☐ **Vendor Certifications:** Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

☒ **FERPA & State Privacy Protections.** Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

☒ **SOPPA.** Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
 - Providing notification to parents of students whose data was compromised;
 - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
 - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
 - Provision of any other notification or fulfilling any other requirements as required by law.

☐ **Health Insurance Portability and Accountability Act ("HIPAA"):** If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

☒ **PCI Standards:** If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

☐ **Vendor Monitoring/Audit:** With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.

Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

2. **Insurance:**

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor.
- c. Additional insurance requirements:

3. **Confidential Information:**

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

4. **Governing Law:**

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

5. **Term:**

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order.

6. **Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
 - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
 - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
 - iv. Limiting the liability of the Vendor for property damage or personal injury.
 - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - vi. Obliging the University to pay costs of collection or attorney's fees.
 - vii. Granting the Vendor a security of interest in property of Illinois State University.
 - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
 - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

7. **Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

8. **Independent Contractor:** In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.

9. **Use of University Name & Facilities:** Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military

disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services (“a Force Majeure Event”)), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. Certifications:

- a. If the total value of this contract is in excess of \$50,000, Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. Compliance:

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures.
- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
- d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
- e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor’s tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
- f. **Export Control:**
 - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or

territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.

- ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.

13. Assignment: This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

14. Technology Accessibility: This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment (including websites and mobile applications), developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587. Illinois' IITAA accessibility standards exactly match the United States' Section 508 Standards and the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. In the event that an accessibility assessment conducted or obtained by Vendor reveals an issue of non-compliance, Vendor will endeavor to correct the issue.

Illinois State University Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract.

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Illinois Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
4. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.
5. For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in

any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt or is actively disputing or seeking resolution), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

- 20.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.
31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States. 30 ILCS 517.
32. Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.

33. Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.

Additional Terms:

Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Expatriated Entity: For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

Illinois State University Purchase Order






PM125052 - Snap Mobile (Athletics FanX FY26)

Final Audit Report

2025-07-11

Created:	2025-07-11
By:	Brook DeMarque (brook.demarque@snapraise.com)
Status:	Signed
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